

AGREEMENT

BETWEEN

EDUCATION FOR CHANGE

AND

**COALITION OF EDUCATORS FOR
CHANGE – EDUCATIONAL SUPPORT
STAFF**

July 1, 2024-June 30, 2027

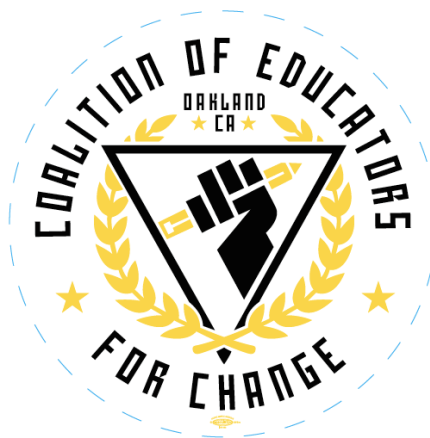


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ARTICLE I - AGREEMENT/RECOGNITION

1.1 Agreement

This Collective Bargaining Agreement (hereafter referred to as “Agreement”) constitutes a bilateral and binding agreement by and between Education for Change (hereafter referred to as the “EFC” or “Employer”) and Coalition of Educators for Change/CTA/NEA (hereafter referred to as “CEFC” or “Union”).

1.2 Recognition

EFC recognizes that CEFC is the exclusive representative of all classified educational employees also known as Educational Support Staff pursuant to the recognition petition and subject to the Educational Employment Relations Act (EERA) (Government Code Section 3540, et seq.) excluding day to day substitutes or short term (less than 3 months), temporary employees, contractor/employee education personnel as referenced in Section 1.5 below, management, confidential or supervisory employees.

1.3 New Positions

New positions or classifications which are established during the term of this Agreement shall first be reviewed by EFC and the Union as to their inclusion in the bargaining unit and shall thereafter be a part of the bargaining unit, if the parties so agree or if the working conditions for the position meet the legal standards for inclusion in the unit. In the event the parties fail to agree on the inclusion or exclusion of such positions, the dispute shall be subject to the procedures of the BERA.

1.4 New Schools

Insofar as EFC is the public school employer, insofar as employees in positions in the bargaining unit are hired to work at any new school(s), new campus or expansion of EFC or any affiliate, subsidiary, partnership, firm, corporation or other legal entity under- control of the Employer which provides instruction, either whole or in part, such positions shall be covered under this collective bargaining agreement.

1.5 Subcontracting Out Work

Except for such specialized or short-term contractors/employees (short-term summer technicians of less than three (3) months), critical special education services or Home Office support services, the parties to this Agreement recognize the duties and work performed by the employees in the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit. If EFC is unable to hire critical positions, EFC shall notify, in writing, the CEFC president and agree on position(s) and the length of temporary employment required.

ARTICLE II - NEGOTIATIONS PROCEDURE

2.1 **Intent of Negotiations**

It is the mutual intent of the parties to provide students with a rigorous and innovative learning environment which includes a school-site based decision making model consistent with the negotiated agreement. Unit member input concerning curriculum, teaching methodology, parent involvement, community collaboration, school operations, technology, nutrition, office procedures, student supervision, staff wellbeing, and student support and wellbeing, is critical.

2.2 **Initial Proposals**

No later than the scheduled EFC Board meeting in January of the calendar year in which this agreement expires, EFC and CEFC-ESS shall sunshine initial proposals for reopener negotiations (if applicable) or a successor agreement.

2.3 **Good Faith Negotiations**

The parties shall meet and negotiate in good faith on a successor agreement within fifteen (15) calendar days of the Board's public hearing for each party's sunshine proposals. Any agreement between the parties shall be reduced to writing and signed by them.

2.4 **Distribution of Ratified Agreement**

Within thirty (30) days of ratification of the agreement by both parties herein, CEFC-ESS shall make the agreement publicly available.

2.5 **New Unit Members**

EFC shall be responsible for including a digital copy of the negotiated agreement when providing employment to all newly hired unit members. CEFC-ESS shall make available a hard copy of the agreement at each site.

ARTICLE III – TERM

3.1 Three-Year Term

The term of this Agreement shall be from July 1, 2024, through June 30, 2027. Negotiations for 2024-2025 are closed. For each following year under the term of this Agreement, each party may reopen Compensation, Health Benefits and up to two (2) additional Articles.

ARTICLE IV - UNION RIGHTS

4.1 Educational Employment Relation Act

CEFC-ESS has the right under the Educational Employment Relations Act (EERA) to represent members in their employment relations with the EFC. Nothing in this Agreement shall be construed as a waiver of those rights.

4.2 Access and Communication

Subject to lawful regulation by EFC, CEFC-ESS representative(s) shall have the right of access to areas in which unit members work and may use mailboxes, bulletin boards, and other modes of communication, including, but not limited to, school email.

4.3 Bulletin Board

CEFC-ESS shall have the right to post notices of activities and matters of union concern on union designated bulletin board(s) in the employee lounges or other agreed upon locations.

4.4 Use of School Equipment and Facilities

Subject to lawful regulation by EFC, CEFC-ESS members shall have the right to use school equipment and facilities for meetings.

4.5 Union Leave

If an ESS unit member serves on the Executive Board, they shall have (1) day per school year of employer-paid release time to perform the work of CEFC.

Additionally, the union may request the release of designated unit members from their regular duties for a combined total of no more than twenty (20) release days per year for the purpose of attending to official union business. The union shall split the costs of any substitutes at the regular substitute rate.

CEFC-ESS release days shall not apply to negotiations meetings.

4.6 Right to Represent

Unit members authorized by the union, shall have the right to represent their colleagues, with no loss of pay or benefits, in investigatory meetings, disciplinary meetings and for the processing of grievances. The school site will provide adequate support for staff coverage in the event that such meetings take place during working hours.

4.7 Release Time for Bargaining

A reasonable amount of CEFC-ESS bargaining team members shall be released from duty with no loss of pay and benefits for the purpose of meeting and bargaining with EFC, including a reasonable amount of time (to be negotiated) for the bargaining team

to prepare for bargaining. The school site will provide adequate support for staff coverage in the event that such meetings take place during working hours.

4.8 Orientation

CEFC-ESS shall have the opportunity to address new employees at an agreeable time during each new employee orientation session.

4.9 Staff Meetings

The union shall have the right to propose agenda items for site staff or all staff meetings and for up to ten (10) minutes at the end of staff meetings to make brief announcements.

4.10 Union Right to Unit Member Data

The Employer shall inform the Union of the name, address, phone number(s), personal email, work site, and work assignment of new unit members, at the point the new unit member is placed, either before or during the school year.

All information necessary for the Union to discharge its duties as the exclusive representative shall be provided by the District without charge, including names, addresses and telephone numbers of unit members.

ARTICLE V - CHARTER SCHOOL RIGHTS

5.1 **Charter School Rights**

It is understood and agreed that EFC retains all of its powers and authority to direct, manage and control its operations to the full extent of the law.

Subject to the provisions of this Agreement, EFC's rights include, but are not limited to, the following:

- All management rights pursuant to law;
- Consistent with charter petition requirements and applicable law, determine the organization's intention and overall program design, including approval of school curricula (as selected by each site) and related educational policies and methods of instruction;
- After school sites complete their school site planning process identified in Appendix B, EFC will then approve the final School Site Plan, including, but not limited to the Staffing Plan, MTSS Plan, Instructional Priorities Plan, School Culture Plan, and Curriculum Plan.
- Establish educational policies with respect to admitting students;
- Hire, classify, assign, evaluate, supervise, promote, terminate, and discipline unit members;
- Ensure the rights and educational opportunities of all students;
- Maintain Board operations;
- Build, move or modify facilities;
- Establish budget procedures and approve budgetary allocations (as determined by each site);
- Determine the methods of raising revenue for the organization;
- Contract out work subject to any conditions in this Agreement and any legal requirements.

5.2 **Limitation Only by Express Terms of Agreement**

The exercise of the foregoing powers, rights, authority, duties, responsibilities by EFC, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE VI - PAYROLL/DUES DEDUCTION

6.1 Authorized Dues Deductions

EFC will deduct from the pay of Union members and pay to the Union the normal and regular monthly Union membership dues as voluntarily authorized in writing by the employee subject to the following conditions.

6.2 Process for Dues Deductions

Such deductions shall be made only upon submission of written notification by the Union of the member's written authorization for payroll deduction to the designated representative of EFC.

- EFC shall not be obligated to put into effect any new or discontinued deductions pursuant to the terms of this Article until the pay period commencing fifteen (15) days or more after such submission.
- Whenever there is a change in the amount of dues to be deducted, the Union will provide written notice to EFC with sufficient time to allow EFC to make the necessary changes.
- Unit members who have voluntarily authorized payroll deductions, and all employees who thereafter so voluntarily authorize, shall continue said deductions for the life of this Agreement, except that employees may terminate their payroll deductions pursuant to the express terms of their signed authorizations. Member requests to cancel or change payroll deductions shall be directed to the Union, which shall provide notice of such cancellation or change to EFC in a timely manner.
- The Union will indemnify EFC for any claims made by employees regarding payroll deductions made pursuant to this Article.

ARTICLE VII - GRIEVANCE PROCEDURE

7.1 **Purpose, Definitions & General Conditions**

- 7.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise affecting the welfare or working conditions of unit members. CEFC and EFC agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.
- 7.1.2 A grievance is a claim by one or more unit member(s), or CEFC, that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 7.1.3 All references to “day” or “days” are those days in which the unit members are scheduled to work as set forth in this Agreement.
- 7.1.4 EFC shall provide reasonable release time without loss of compensation to unit members to prepare and attend grievance meetings.
- 7.1.5 The failure of EFC to respond to a grievance at any step within the required time frame shall result in an automatic appeal of the grievance to the next step. Time limits may be extended by mutual agreement.

7.2 **Right to Representation**

A grievant may be represented at all stages of the grievance by a CEFC representative(s). A copy of the grievance will be issued to all affected parties.

7.3 **No Reprisals**

No reprisals of any kind will be taken by the Employer or by any member or representative of the administration against any grievant, any party of interest, any bargaining unit member, the Union, or any other participant in the grievance procedures by reason of such participation.

7.4 **Procedures**

In formal Level

- 7.4.1 The grievant shall first discuss the grievance with the Principal or appropriate administrator, either directly or accompanied by a Union Representative, with the object of resolving the matter informally.
- 7.4.2 This discussion must be requested thirty (30) days from the date when the grievant had knowledge of the facts concerning the alleged violation. A grievance shall be considered to be initiated upon a written “grievance request” to the immediate supervisor.

Level 1: Initiation of Formal Grievance: Site Administrator/Principal Level

- 7.4.3 If the contract violation was created by a decision of the CEO or designee, the grievant may skip to level 2.
- 7.4.4 If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than fifteen (15) days after the informal conference to the appropriate administrator. The grievance must be presented in writing to the Principal by completing the applicable EFC-CEFC Grievance form (Appendix D). The written statement on the grievance form will be clear and concise, including the specific provision(s) of the agreement alleged to have been violated, and it shall state the specific remedy sought.
- 7.4.5 Within five (5) days after receipt of the written grievance by the appropriate administrator, the administrator shall meet with the aggrieved and a union Representative in an effort to resolve the matter.
- 7.4.6 Within five (5) days after receipt of the grievance, or after the Level 1 conference, the administrator shall render a decision in writing, together with supporting reasons.

Level 2: CEO or designee

- 7.4.7 Within five (5) days of receipt of the decision at Level 1, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, or if the grievance skipped level 1 pursuant to 5.1, the grievance may be appealed to the CEO or designee.
- 7.4.8 Within ten (10) days of receiving the appeal, the CEO or designee shall meet with the aggrieved and a union Representative in an effort to resolve the grievance.
- 7.4.9 Within five (5) days of the meeting, the CEO or designee shall respond with a decision in writing.

Level 3: Mediation

- 7.4.10 If the grievant is not satisfied with the decision rendered at Level 2, the grievance shall be referred to grievance mediation.
- 7.4.11 The union and the employer shall request a mediator from the California State Mediation and Conciliation Service (CSMCS) to be assigned to assist the parties in the resolution of the grievance.
- 7.4.12 The mediator shall meet with the grievant, the Union, and Education for Change as soon as possible to resolve the grievance.
- 7.4.13 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the union, and the employer. This agreement shall constitute a settlement of the grievance.

7.4.14 If the grievant, the union, and the employer have not resolved the grievance with the assistance of the mediator, the Union may terminate mediation and proceed to level 4.

7.4.15 The parties will share any cost associated with mediation equally.

Level 4· Arbitration

7.4.16 Within thirty (30) days of the unsuccessful conclusion of mediation at Level 3, the Union may submit the grievance to final and binding arbitration upon written notice to the CEO or designee. The appeal shall include a copy of the original grievance, the decision rendered at Level Two, and a clear concise statement of the reasons for the appeal.

7.4.17 CEFC and EFC may mutually select an arbitrator. If no mutual agreement is reached, the arbitrator shall be selected from a list, submitted by the California State Mediation and Conciliation Service (CSMCS), of five (5) persons experienced in hearing grievances in TK-12 schools. If the grievant and EFC cannot agree on an arbitrator from the list, each party shall alternately strike names until only one (1) name remains.

7.4.18 If the arbitrator selected cannot be available for hearing within sixty (60) days, the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty (60) days.

7.4.19 Either party may request from the other the production, review and right to copy non-confidential documents relevant to the grievance. In addition, the parties shall, at least five (5) days prior to the first hearing date, exchange lists of their intended witnesses.

7.4.20 The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.

7.4.21 The arbitrator shall render a written decision to all parties as soon as possible but no later than twenty (20) calendar days after the hearing has concluded.

7.4.22 The arbitrator's award shall be final and binding upon the grievant(s), the employer and the union. The California law on final and binding arbitration awards shall be applicable to such a decision. A final and binding award which determines the merits of the dispute shall be conclusive on the grievant(s), the employer and the union in any subsequent proceedings.

7.4.23 All fees and expenses of the arbitrator shall be shared equally by the union and the employer. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript.

7.5 Timelines

- 7.5.1 Nothing shall prevent the extension of the timelines specified in this article if mutually agreed to by both parties in writing.

7.6 Miscellaneous

- 7.6.1 The grievant and the Union Representative shall be provided with reasonable time to attend any grievance meetings with the employer. For arbitration hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.
- 7.6.2 Where a grievant is not represented by CEFC, the employer shall promptly furnish to CEFC a copy of the grievance. If the grievance is withdrawn without a settlement, the employer shall notify CEFC. The employer shall not agree to a final resolution until CEFC has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter. Notwithstanding this subsection, the decision to advance a case to Arbitration rests solely with CEFC.
- 7.6.3 It is understood and agreed that nothing herein contained shall prevent either the EFC Board or the Union from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.
- 7.6.4 The grievance papers shall not be filed in the employee's personnel file. They shall be kept in a separate sealed file by the Human Resources administrator.
- 7.6.5 No unit member shall be penalized for necessary participation in grievance or arbitration hearings held during the teacher workday.
- 7.6.6 If the employer fails to respond to a grievance within the time limits specified for the level, the grievant shall have the right to appeal to the next level.

ARTICLE VIII - EVALUATION PROCEDURES

The Evaluation procedures to be utilized for unit members are found in the form entitled, Educational Support Staff (ESS) Evaluation Process Timeline, Tools, and Instructions (Appendix C).

ARTICLE IX - EMPLOYMENT STATUS

9.1 **Probationary Period**

During the first twelve (12) months of complete and consecutive service with EFC, the following bargaining unit members shall be employed in a probationary status:

Yard Duty
Custodian
Cafeteria Worker
Mini Van Driver
Operations Support Specialist
Learning Guide
IT Support Technician

For the positions of Operations Support Specialist, Learning Guide, and IT Support Technician, in the event the supervisor determines it necessary, and all contractually required evaluation procedures have been completed to date, the probationary period may be extended by up to six (6) months if notice is provided to the unit member thirty (30) days in advance of the expiration of the probationary period.

For all other positions within the unit, the probationary period shall be two (2) years of service with EFC.

9.2 **Release During Probationary Period**

During the probationary term, the unit member may be released from employment without cause only if the employee is provided severance in the amount of two (2) month's salary or until the end of their contracted year of employment, whichever is less.

9.3 **Notice of Release During Probationary Period**

For probationary employees, non-renewal/release from employment is on an at-will basis, so long as notice of release is provided no later than forty-five (45) work days prior to expiration of the probationary period.

9.4 **Probationary Period During Implementation of First Contract**

At such time when the initial collective bargaining agreement is fully ratified, unit members shall be given credit for previous service toward completion of the probationary period as defined in Section 9.1.

9.5 **Months of Service Defined**

If a bargaining unit member is in contract paid status for seventy percent (70%) or more of the number of days in the probationary period, then that time shall count as having completed their probationary service.

9.6 Completion of Probationary Period

Upon completion of the probationary term and thereafter, unit members shall only be disciplined and/or discharged in accordance with just cause and the progressive discipline provisions of this Agreement.

ARTICLE X – HOURS/WORK DAY/WORK YEAR

10.1 Work Year

The work year for unit members shall be the following:

Position	Calendar	# of Working Days
Academic/Behavior Intervention Aide	191	191
Cafeteria Manager	191	191
Cafeteria Worker	191	191
Instructional Aide	191	191
Learning Guide	191	191
Psychologist Intern	191	191
School Minivan Driver	191	191
Speech Language Pathologist Assistant	191	191
Student Advisor	191	191
Tutor	191	191
Yard Duty	191	191
Family and Community Coordinator	196	196
SSA	196	196
Associate Dean of Culture	207	207
Community Partner Lead	207	207
Junior Office Manager	222	222
Office Manager	222	222
Assistant to Director of Site Operations	247	222
Custodian	247	222
Data Manager	247	222
HR Clerk	247	222
IT Support Technician	247	222
Operations Support Specialist	247	222
Payroll Manager	247	222
Student Recruitment Specialist	247	222
Talent Acquisition Manager	247	222

10.2 Annual Calendars

EFC will confer with the CEFC Executive Board to develop annual school calendars; areas of input will include the first day of instruction, the placement of student release days, and school vacation/breaks. Input will be solicited no later than December 15 of each school year. Following breaks extending five (5) work days or more, the returning day will be a pupil-free/professional development day. Unit members shall also have opportunities to provide input into the scheduling of site-based early dismissal days. EFC shall finalize the annual school calendar for the following school year by no later than January 31.

10.3 Work Day

For all ESS staff except as provided below, the workday for shall include the student day, staff meetings, professional development and time needed for

preparation/collaboration. Except in the limited circumstances described herein, for full time employees, required site time shall not exceed forty (40) hours per regular work week, and eight (8) hours per regular work day. Absent compelling circumstances, and with the exception of the positions listed below, no mandatory meetings shall start before 8:00 A.M. or extend past 4:00 P.M. Overtime pay for hours worked in excess of 8 per day or 40 per week shall be consistent with all legal requirements. Except for those positions with different schedules, Unit members who are mandated to work before 8:00 A.M. and after 4:00 P.M. who are not receiving a stipend for meetings which are held after 4:00 P.M., will be compensated at 1.5 times their per diem hourly rate.

10.3.1 Custodian: The work day shall be scheduled between the hours of 6:00 am and 10:00 pm in 8 hour shifts.

10.3.2 Cafeteria, IT Support Technician, Office Manager, and Junior Office Manager: The work day shall not begin before 7:00 a.m. and shall not end after 5:00 pm. Overtime pay for hours worked in excess of eight (8) per day or forty (40) per week shall be consistent with all legal requirements.

10.3.3 Family and Community Coordinator and Associate Dean of Culture: The work day shall not begin before 7:00 a.m. and shall not end later than 8:00 p.m. Unit members hired in these positions shall be advised, at hiring, of the flexible hours required for the position, and subject to supervisor approval, shall have the opportunity to maintain a flexible schedule. Overtime pay for hours worked in excess of eight (8) per day or forty (40) per week shall be consistent with all legal requirements.

10.3.4 Home Office Operations Support Specialist: The work day shall not begin before 5:00 a.m. and shall end no later than 10:00 p.m. Unit members hired in these positions shall be advised, at hiring, of the flexible hours required for the position, and subject to supervisor approval, shall have the opportunity to maintain a flexible schedule. Overtime pay for hours worked in excess of eight (8) per day or forty (40) per week shall be consistent with all legal requirements.

10.4 Professional Development and Pupil-Free Days

10.4.1 Professional development for TK-8 grades shall be scheduled within site time. Staff meetings/professional development trainings shall not extend beyond site time. All academic professional development of sessions of two (2) hours or more shall include at least thirty (30) minutes of time dedicated to planning on the implementation of the PD learning objectives. Unit members will be compensated for participating in site or EFC led professional development that exceeds required site time with a stipend, release time or their per diem hourly rate.

10.4.2 Grades 9-12 staff meetings and professional development may begin at 8am Tuesday-Friday and conclude prior to the start of the school day.

10.4.3 Summer professional development offered by EFC prior to the start of the work year shall be compensated at the unit member's regular hourly rate; the

professional development day shall start at 8:30 A.M. and end no later than 3:30 P.M.

- 10.4.4 Whenever possible, EFC Home Office Leadership will provide the CEFC Executive Board with the agendas for all network-level, EFC-facilitated Professional Development days for input and feedback at least ten (10) calendar days prior to the Professional Development day.
- 10.4.5 Staff meetings shall be scheduled within site time. Unit members may propose agenda items for staff meetings. Agendas for staff meetings shall be distributed at least twenty-four (24) hours in advance whenever possible.
- 10.4.6 During all pupil-free days, which occur during the instructional school year, full time tutors, Academic/Behavioral Intervention Aides, Family and Community Coordinators, and Student Advisors, receive three (3) hours of uninterrupted work time for each pupil free day. For such part-time unit members, the amount of uninterrupted work time shall be pro-rated for their Full Time Equivalent.
- 10.4.7 TK-8 grade tutors shall receive two (2) pupil free days before annual instruction commences to engage in structured planning work time. Academic/Behavioral Intervention Aides shall engage in collaborative planning with special education and general education staff before annual instruction commences as determined by the supervising case manager.
- 10.4.8 Upon seven (7) days advance written request, EFC shall provide translation during staff meetings and professional development.

10.5 Site Planning

Beginning in February and concluding in June, all EFC schools shall engage in annual site planning where site stakeholders led by the principal(s) shall review data to evaluate investments and programming and determine need, discuss how to allocate resources and generate resources, and plan their instructional programming (curricular choices, schedule, calendar, professional learning planning, and interventions planning) for the upcoming year. ESS shall be invited but not required to participate.

10.6 Tutor and Paraprofessionals Preparation Time and Workload

- 10.6.1 Tutors shall not be required to provide direct student support for more than six and one half (6.5) hours in a work day. EFC shall provide full time Tutors and Learning Guides with a minimum of one hundred and fifty (150) minutes of undirected and uninterrupted preparation time per regular work week; for part-time Tutors and Learning Guides, the amount of preparation time shall be prorated in accordance with their Full Time Equivalent.
- 10.6.2 Full time Academic/Behavioral Intervention Aides who teach novel instructional and behavioral skills (as determined by the administrator, in consultation with the Special Education case manager) shall be provided one hundred and fifty (150) minutes of preparation a week under the direction and supervision of the Education Specialist. For such part-time unit members, the

amount of preparation time shall be prorated in accordance with their Full Time Equivalent. The supervisor shall notify the unit member of their eligibility for preparation time.

10.7 Meal and Rest Periods

All unit members shall be afforded meal and rest periods consistent with legal requirements.

ARTICLE XI - DISCIPLINE AND DISMISSAL

11.1 Discipline or Dismissal for Just Cause

- 11.1.1 Subject to the limitations specified in the Article in this Agreement entitled, "Employment Status," no unit member shall be disciplined, dismissed, reduced in rank or compensation without just cause.
- 11.1.2 Except in cases of serious or egregious conduct, discipline shall be consistent with the principles of progressive discipline as specified herein.

11.2 Confidentiality

- 11.2.1 When imposing discipline, EFC shall maintain confidentiality consistent with legal requirements.
- 11.2.2 When giving reprimands, warnings, or criticism, privacy appropriate to the professional relationship shall be maintained.

11.3 Investigation and Disciplinary Meetings

- 11.3.1 When an administrator seeks a conference with an employee where it is evident that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting before the meeting takes place and that it is the employee's right to be accompanied and represented by a union representative. Such rights and obligations shall be consistent with all legal requirements.
- 11.3.2 Where a union representative is reasonably not available to accompany an employee to an investigatory or disciplinary meeting, EFC and the unit member shall reschedule the meeting to a time that enables the employee to have a union representative present. Availability of a specific union representative shall not unreasonably delay the meeting.
- 11.3.3 At any time a unit member is called to a meeting and realizes that the purpose of the meeting is such that the outcome could result in discipline, the unit member has the right to terminate the meeting until a union representative can be present, within a reasonable period of time.
- 11.3.4 A unit member who reasonably refuses to continue meeting without a union representative, after it is determined by the unit member that discipline could result from the meeting, shall not be deemed to be insubordinate.

11.4 Progressive Discipline

- 11.4.1 Absent serious or egregious conduct, discipline shall be progressive in nature which generally includes the following progression: verbal/written warning; written reprimand; suspension without pay; and dismissal.

- 11.4.2 Progressive discipline is intended to correct employee misconduct. As such, all disciplinary action shall include specific recommendations and professional support to correct the misconduct.

11.5 Progressive Discipline Steps

11.5.1 Verbal Warning

A verbal warning may be reduced in writing to a post-conference summary memorandum.

11.5.2 Written Warning/Reprimand

A written reprimand shall not be used unless the unit member has been verbally warned about similar actions in the preceding three (3) years. The unit member may be required to sign the reprimand to acknowledge receipt and a copy shall be placed in a unit member's personnel file.

If a written reprimand is to be included in the unit member's personnel file, the unit member shall have ten (10) work days to submit a written response to be included along with the reprimand in the unit member's personnel file.

Disciplinary memoranda which are included in the unit member's personnel file may be subject to the grievance procedures as defined herein.

11.5.3 Suspension Without Pay

Suspensions without pay may be implemented for up to fifteen (15) days. A short suspension will generally precede a longer suspension and/or dismissal. The salary effects of that suspension shall not be implemented until the suspension has become final, including the conclusion of the Grievance and Arbitration pursuant to this Agreement.

11.5.4 Dismissal

Dismissal shall be carried out in accordance with this Article.

11.6 Just Cause Discipline

The following independently or collectively are causes for discipline:

- Unsatisfactory performance
- Mistreatment of others, including students, parents or staff
- Dishonesty, including any falsifying of employment records, employment information, or other School records
- Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student
- Possession of any firearms or any other dangerous weapons on School premises at anytime

- Possession of any intoxicant on School grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription)
- Conviction of any felony or crime of moral turpitude
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management
- Absence without leave, repeated tardiness or abuse of leave privileges
- Unprofessional conduct
- Violating any safety, health, security procedure or engaging in any conduct which risks injury to the employee or others
- Committing of or being involved in any act of unlawful harassment of another individual
- Abandonment of position

11.7 Suspension or Dismissal Process

A written Notice of Recommended Discipline (“Recommendation”) shall be given to the unit member in person or by certified mail prior to imposing a suspension without pay or dismissal from employment. A copy of the Recommendation shall also be provided to the Union President. The Recommendation shall contain the following information:

- The type and effective date of disciplinary action intended
- The cause(s) for the proposed discipline
- A factual summary of the basis for the charges
- A copy of all written charges, materials, reports, and/or documents upon which the discipline is based
- Notice of the unit member’s right to grieve in accordance with the Grievance and
- Arbitration provisions of this Agreement

11.8 Right to Grievance

Except as provided herein, all discipline is subject to the Grievance and Arbitration provisions of this Agreement.

11.9 Access and Response to Critical Material in Personnel Files

- 11.9.1 Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request and as permitted by law. Upon authorization by the unit member, a CEFC representative may review the unit member’s file or accompany the unit member in their review of the file.
- 11.9.2 All material placed in a unit member’s personnel file shall be dated and signed by the person who caused the material to be prepared.
- 11.9.3 Information of a derogatory or disciplinary nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory or disciplinary statement, her/his own comments. Such review shall take place during normal business hours, and the

unit member shall be released from duty for this purpose without salary reduction.

11.9.4 Process When School Receives Complaint About Unit Member

When the School receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:

11.9.4.1 Every effort shall be made to resolve the issue informally, between the impacted parties.

11.9.4.2 The matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy of the complaint within fifteen (15) work days of the School's receipt of the document. It is understood that EFC may need to redact certain information in a complaint that is unnecessary to the unit members ability to fairly respond to the allegations. The document shall not be either placed in the personnel file or retained by the School unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.

11.9.4.3 If the complaint results in disciplinary action, the processes required in this Article shall apply.

11.9.5 Employees will be given copies of any conference memos, written warnings, written reprimands, and any material placed in their personnel file.

11.9.6 All disciplinary documents will be removed from the unit member's personnel file after the passage of three (3) years without a recurrence of the same or similar conduct.

11.10 Restorative Justice

With the consent of both EFC and CEFC-ESS, as well as the underlying employees involved, after any disciplinary action, unit members shall have the right to request relationship repair through restorative justice practices. If appropriate, subject to final approval by EFC, the parties may agree to request a third party to facilitate any and all restorative meetings.

ARTICLE XII - LEAVES OF ABSENCE

12.1 Sick Leave

Unless required otherwise by local ordinance, the following applies regarding unit member sick leave.

12.1.1 Paid Sick Leave

All full-time unit members shall be provided with sick leave as follows:

10-month employees: 15 days of paid sick leave per school year.

11-month employees: 16 days of paid sick leave per school year.

12-month employees: 17 days of paid sick leave per school year.

Part-time unit members shall accrue paid sick leave prorated to their FTE status, with a minimum of twenty-four (24) work hours of sick leave accrued annually. If any applicable local ordinance requires a greater amount of time to be provided at the beginning of any school or fiscal year, the School shall comply. Unused sick leave carries over from year to year and is not paid out upon separation from employment.

12.1.2 Use of Sick Leave

Leave may be used for personal injury or illness of the unit member or an immediate family member. Sick leave may also be used for purposes relating to a unit member being a victim of domestic violence, sexual assault, or stalking. Unit members may utilize sick leave in one (1) hour increments.

12.1.3 Notice of Need for Use of Sick Leave

Sick leave shall be requested in advance when possible, and, at a minimum and in cases when advance notice is impracticable, unit members are expected to notify the Principal or a designee, and post their absence through the School's designated system for such purposes at least one (1) hour prior to the start of the workday.

12.1.4 Physician's Verification for Extended Illness

For absences of four (4) consecutive work days or more, the School may require a physician verification. If requested, unit members may be expected to present a physician's statement certifying the unit member's fitness to return to duty.

12.1.5 Sick Leave Upon Beginning & End of Endorsement/PERS Credit

At the time of hire, unit members may transfer any accrued and unused sick leave from a prior school employer to EFC upon proof of adequate documentation. When a unit member ends employment with EFC, they may transfer their accrued sick leave to their next employer, if applicable. If a unit

member is retiring, their unused sick leave shall be applied toward service credit in accordance with the California Public Employees Retirement System.

12.1.6 Rate of Pay During Sick Leave

Unit members shall be paid their regular wage at the normal base rate while using accrued sick leave. If the unit member has exhausted their accrued sick leave, the leave will be unpaid. Unit members do not accrue sick leave while on an unpaid leave of absence.

12.1.7 Return to Work from Extended Illness Leave

Unit members returning from an extended illness or injury may be required to provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

12.2 **Personal Necessity Leave**

12.2.1 Days Allowed

All unit members may use up to five (5) days of sick leave for personal necessity leave each school year. Unused personal necessity leave remains in the unit members sick leave balance at the end of the school year.

12.2.2 Reasons for Personal Necessity Leave

Uses of personal necessity leave may include, but are not limited to:

- death or serious illness of a member of the unit member's immediate family;
- an accident involving the unit member's person or property, or the person or property of an immediate family member;
- adoption of a child;
- the birth of a unit member's child;
- personal legal matters;
- religious observances; and
- personal matters that cannot reasonably be conducted outside of the workday

12.2.3 Notification of Personal Necessity Leave

Unit members must request personal necessity leave from the Principal or designee at least forty-eight (48) hours in advance unless an emergency situation occurs. Such requests may be rejected if not made at least forty-eight (48) hours in advance. The Principal or designee must inform the unit member of any rejected request within twenty-four (24) hours of when the request was made.

12.3 Unpaid Leave of Absence

12.3.1 Unpaid Leave

At the discretion of the School Principal or designee, unit members may be granted an unpaid leave of absence. The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If the unit member is covered for medical and dental coverage benefits, such benefits will remain in force during an unpaid leave only provided the unit member pays the appropriate premiums. No sick leave is accrued during any type of unpaid leave of absence.

12.3.2 Process for Requesting Unpaid Leave

Requests for an unpaid leave of absence or any extension of a leave shall be submitted in writing to the School Principal or designee thirty (30) days in advance or as soon as practicable prior to commencement of the leave period. The School Principal or designee will make the final decision concerning the request. All unit members on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their supervisor as soon as a unit member becomes aware of the need.

12.3.3 Return from Unpaid Leave

It is possible that a unit member returning from a personal leave of absence may not be returned to the same job position that they held before taking leave. If a unit member fails to return to work after an approved leave of absence, including any extension of the leave time, the unit member will be considered to have voluntarily terminated employment with EFC.

12.4 Pregnancy Disability Leave, Family Medical Leave, and California Family Rights Act Leaves

EFC shall provide unpaid leave as outlined in the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), the Pregnancy Disability Leave (PDL) Law, and any other current or future applicable laws. All terms/conditions of these leaves shall be consistent with legal requirements and as enumerated in the Agreement. To the extent that this Agreement provides greater family or medical benefits, those benefits shall take precedence.

12.4.1 Pay During: Such Leaves (PDL, FMLA & CFRA)

12.4.1.1 EFC shall offer unit members supplemental coordinated wage payment to their State Disability Insurance, or Paid Family Leave benefits, whichever is relevant to the employee's particular situation, that will bring the unit member's pay to 100% of their normal base pay for a period of up to fifty (50) work days. All such coordinated

supplemental pay from EFC must be authorized by the State as a condition to the benefit being implemented.

- 12.4.1.2 Unit members may use accrued paid sick leave during an otherwise unpaid period of leave during such leaves.

12.4.2 Return from Leave

Consistent with legal requirements, the unit member on leave shall be entitled to return to their same position held immediately before commencement of the leave or a substantially similar position if the same position is not available.

12.5 **Industrial Illness/Workers' Compensation**

EFC shall provide industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier. A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by EFC's insurance carrier to assist in determining the qualification and the length of time during which the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

12.6 **Bereavement Leave**

Unit members are entitled to time off from work with full pay in the event of a death in the family, in accordance with the following guidelines. Requests for bereavement leave must be made to Principal or designee:

12.6.1 Days Allowed

- 12.6.1.1 Up to six (6) consecutive work days in the event of death of a family member.
- 12.6.1.2 Up to two (2) additional work days in the event the unit member is required to travel more than two hundred (200) miles in connection with the family member's death.

12.7 **Jury Duty and Witness Leave**

12.7.1 Days Allowed - Jury Duty

Unit members, while serving jury duty or if summoned as a witness, shall receive full pay during such duty for up to five (5) days, unless the unit member continues to perform job duties during their leave. A unit member is also permitted to retain the allowance they receive from the court for such service.

12.7.2 Process for Requesting Jury/Witness Leave

To qualify for either jury duty or witness leave, a unit member must submit to their supervisor a copy of the summons within (1) week of the leave, or as soon

as it is received, if leave is less than one (1) week away of receipt. In addition, the unit member must also submit to the unit member's supervisor a related proof of service with the period of jury duty or witness duty when completed. No adverse employment action will be taken against unit members due to their service as either a juror or witness in state or federal courts.

12.8 Military and Military Spousal Leave of Absence

The School shall comply with all applicable military service leave laws, including USERRA.

12.9 Sabbatical

The purposes of sabbatical leave are to stimulate professional growth of unit members by inspiring creativity, increasing enthusiasm, adding concrete experience to subject knowledge, and improving morale.

EFC may grant a sabbatical leave to a permanent unit member who has rendered at least five (5) years of full-time, consecutive, satisfactory service immediately preceding sabbatical leave.

12.9.1 The sabbatical may be taken as a continuous leave not to exceed one year.

12.9.2 Applications/Allocation

12.9.2.1 When an application for a sabbatical for study purposes is made, the applicant shall complete an outline of the planned program for each semester which shall consist of not fewer than twelve (12) semester units/eighteen (18) quarter units of undergraduate study or eight (8) semester units/twelve (12) quarters of graduate study.

12.9.2.2 When an application is made for purposes other than study, the applicant shall submit a written proposal for approval. Such program shall indicate the expected values and outcomes to be derived for the organization and the unit member from the activities pursued.

12.9.2.3 Applications shall be submitted by February 15 of each year for sabbatical leave requests for the following school year or semester.

12.9.2.4 Acceptance or rejection of the application will be made by a committee of EFC representatives and at least two (2) union representatives based on the following criteria:

- strength of application
- years of service with EFC

12.9.2.5 The number of unit members who may be granted sabbaticals in any single year shall be four (4) unit members total across CEFC-ESS.

12.9.3 Approval

All applications for sabbaticals will be submitted to EFC and be given a decision by March 15.

12.9.4 Compensation During Leave

Sabbatical leave is unpaid and unit members are not entitled to EFC paid medical or other benefits during this time. Such unit members may continue such regular benefits at their own expense.

12.10 Voting Time Off

12.10.1 In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote.

12.10.1.1 Such voting time off shall be taken at the beginning or the end of the regular working shift.

12.10.1.2 A unit member will be allowed a maximum of two (2) hours of time off during an election day without a loss of pay.

12.11 Professional Growth Leave

All unit members shall be provided with one (1) day of paid leave for professional growth each school year. Except when it is impracticable to provide notice earlier, the leave must be requested at least seventy-two (72) hours in advance by notifying the Principal or a designee and posting their absence through the School's designated system for such purposes. Unused Professional Growth leave is forfeited at the end of the year.

12.12 Other Statutory Leaves of Absence

The School shall comply with applicable law with respect to any statutory leaves of absence not mentioned herein.

12.13 Extended Sick Leave

During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of illness or accident for an additional period of up to five (5) school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due them for any of the additional five (5) months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill their position during their absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had they been employed. EFC shall make every reasonable effort to secure the services of a substitute employee.

12.14 Catastrophic Leave Bank

12.14.1 Catastrophic injury or illness is defined as a life-threatening injury or illness of a unit member which totally incapacitates the unit member from work, as verified by a licensed physician, and forces the unit member to exhaust all leave time earned by that unit member, resulting in the loss of compensation for the unit member. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods may be considered catastrophic.

12.14.2 Unit members may donate one (1) sick leave day per fiscal year for each five (5) days of accumulated leave they have to a sick leave bank for unit members suffering a catastrophic illness. Each unit member must retain at least ten (10) sick leave days after donation. If the sick leave bank is completely exhausted, CEFC may call for a mid-year "catastrophic sick leave bank donation drive" in which unit members may donate one (1) additional sick leave day per fiscal year for each five (5) days of accumulated leave.

12.14.3 Catastrophic leave requests must be submitted in writing to EFC. Any unit member who received eligible sick leave credits under this program shall first exhaust all paid leave they have accrued.

12.14.4 The Principal or designee shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery. All information provided by the unit member requesting leave shall be held in strict confidence by EFC and shall be isolated from other employment records as required by applicable law.

12.14.5 The number of sick days that can be received by a unit member from the Catastrophic Leave bank is limited to twenty (20) days per fiscal year. An employee may reapply for another twenty (20) days if their condition continues.

12.14.6 If a unit member is probationary at the time of taking a catastrophic illness leave, that unit member's probationary status will resume upon return to work from such leave.

12.14.7 Unit members utilizing Catastrophic Leave shall have reinstatement rights in accordance with applicable law.

12.15 Donation of Sick Days

A Unit member may donate one (1) paid sick leave day per semester to another unit member who has exhausted all accrued paid sick leave days and is in need of additional sick days, but does not qualify for catastrophic sick leave, as long as the unit member retains at least five (5) sick leave days for their own account.

ARTICLE XIII - ASSIGNMENTS, REASSIGNMENTS, TRANSFERS AND VACANCIES

13.1 Definitions

- 13.1.1 An “Assignment” is the initial placement of a unit member in a department or content area for which they hold the appropriate qualifications.
- 13.1.2 A “Re-assignment” is the change of the initial placement of a unit member from one job classification to another. For tutors, a reassignment would also include a change in grade level band (TK-2, 3-5, 6-8 and 9-12). Training shall be provided for all unit members who are reassigned.
- 13.1.3 A “Transfer” is a move from one EFC campus to another.
- 13.1.4 A “Vacancy” is any regular position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

13.2 Assignments

- 13.2.1 On or before May 1st of each year, EFC shall provide each unit member with the list of all job vacancies for all sites of EFC for the following year. All vacancies shall be published/posted on the EFC website as they become available.
- 13.2.2 Unit members shall be notified of their final assignments for the next school year on or before May 31st.
- 13.2.3 On or before January 15th of each year, EFC will distribute to all unit members a notice of intent to return. On or before January 31 of each year all bargaining unit members must sign a notice of intent to return in order to be eligible for an assignment with EFC for the following school year. Members who indicate that they do not intend to return or who are undeclared may change their election until March 1 of each year and if so, will be assured an assignment for the following school year. The unit member and EFC may extend the March 1 deadline by mutual written agreement. If, after March 1, a unit member remains undeclared or has previously indicated an intent not to return but thereafter wishes to return, that member is not guaranteed employment with EFC for the following school year. The notice of intent to return may include a statement of preferred assignment for the following school year. Absent such a statement, the assumption is that the bargaining unit member desires to continue in their current assignment and shall be so assigned.

13.3 Voluntary Transfers and Reassignments

A unit member may request a transfer when EFC posts an open ESS position.

To determine whether to grant a unit member’s request, EFC shall adhere to the following:

- All open ESS positions shall be posted as part of the open hiring process.
- If at least two (2) qualified individuals apply for an open position, a Hiring Committee shall be created by the Principal of the school site in which the open position exists.
- The Hiring Committee's purpose is to provide input and make recommendations regarding selection for the open position.
- The Hiring Committee's membership will vary from school to school and will depend on the knowledge of the available position needed to make a hiring recommendation.
- When all other relevant hiring qualifications are equivalent, the Hiring Committee shall give preference to current unit members.
- The Hiring Committee shall make a recommendation regarding hiring to the Principal of the school site in which the open position exists.

13.4 Involuntary Transfers and Reassignments

It is not the policy of EFC to involuntarily transfer or involuntarily reassign unit members.

13.5 Vacancies

13.5.1 All vacancies shall be published/posted on the EFC website as they become available. Unit members may also request to be placed on a list to be automatically notified any time a vacancy arises. The list of vacancies shall contain:

13.5.1.1 A closing date, which is at least ten (10) working days following the posting date

13.5.1.2 A job description detailing the duties, expectations, qualifications, and salary of the position.

13.5.2 The goal of the parties is to facilitate transfers between EFC school sites to fill vacancies as a strategy to reduce experienced unit member turnover and meet program needs. To that end, the following criteria shall be taken into consideration when filling vacancies: appropriate qualifications, job performance, experience, years of service within EFC, and performance in interview. The unit member seeking a transfer may provide written and verbal comments concerning job performance at EFC as a part of their application for transfer.

13.5.3 The following criteria shall not be taken into consideration while filling vacancies:

13.5.3.1 The current placement of an internal candidate on the salary schedule.

13.5.3.2 An applicant's current school interferes with or prevents their staff from applying to fill a vacancy elsewhere.

- 13.5.4 If a request for a reassignment is denied, upon request, the unit member shall be entitled to receive written reason(s) for the denial.

13.6 Interview Panels

13.6.1 Unit Members

- 13.6.1.1 No fewer than two (2) unit members with the appropriate level and type of expertise shall serve on the final School interview panel for unit positions, unless in circumstances when unit members are unavailable. Participating unit members will be selected in consultation with CEFC-ESS.
- 13.6.1.2 Unit members from EFC school sites who have the appropriate level and type of expertise will be invited to participate on interview panels for ESS positions that typically serve multiple school sites. No fewer than one (1) unit member from across all EFC LEAs shall serve as a representative during the hiring process, unless in circumstances when unit members are unavailable. Participating unit members will be selected in consultation with CEFC-ESS.
- 13.6.1.3 If the interview process takes place while the school is not in-session, an ESS unit member with appropriate level and type of expertise shall be invited to participate in the final interview panel.
- 13.6.1.4 If there is disagreement amongst the panel, then the administration and the site area representatives shall meet to try and come to a consensus decision. In the event a consensus cannot be reached, EFC shall make the final decision.

13.6.2 Site Based Administrators

- 13.6.2.1 The EFC Superintendent or their designee shall invite CEFC-ESS Site Area representatives (or their designees) to the site for the paper and school visit screening process for new administrative candidates to the school. All reasonable efforts should be made to involve a site area representative or their designee in this process.
- 13.6.2.2 If hiring occurs during the unit member work year, no fewer than two (2) unit members, selected by the site area representatives, shall serve on the final school interview panel for site based administrator's positions. If hiring occurs outside of the unit member work year, all reasonable efforts shall be made to invite no fewer than two (2) unit members for such purpose.
- 13.6.2.3 EFC shall consider any recommendations by the respective site leadership body (e.g., Instructional Leadership or Advisory Teams) regarding the hiring of site-based administrators. Such site leadership bodies may appoint two (2) returning unit members to attend any

scheduled in person meet-and-greets, school tours, and interviews provided the unit members are available within the timeframes selected by EFC and the candidate.

13.6.3 Home Office-based Administrators

For those positions that have direct supervision of unit members, no less than two (2) unit members shall be invited to participate in the hiring and interview panel. Participating unit members will be selected in consultation with CEFC-ESS.

ARTICLE XIV – COMPENSATION

14.1 **Salary Schedule**

Effective July 1, 2025, all hourly rates shall be increased by 2.3%. This increase shall fully settle and close negotiations for the 2025-2026 school year. A copy of the 2025-2026 Salary Schedule is attached as Appendix A.

Except for exempt unit members who are paid once monthly, paychecks shall be issued on a semi-monthly basis on the 10th and 25th day of each month.

14.2 **Step (Years of Creditable Experience) Advancements**

14.2.1 Step advancements on the salary schedule are effective on the beginning date of the school year immediately following the school year in which the unit member was employed. Unit members shall advance one (1) step (or row) for each year of creditable service until the maximum step has been reached.

14.2.2 Effective upon date of ratification, credit for new unit members for prior years' experience for placement on the salary schedule for unit members shall be granted as follows:

14.2.2.1 All relevant work experience will be credited on a year for year basis.

14.2.2.2 For purposes of this Section, a year is defined as service for 70% of the duty year.

14.2.2.3 Military and/or Peace Corps: a maximum of two years' credit will be granted, upon acceptable proof of satisfactory service, toward the number of years set forth in sub-section 14.2.2.1 above.

14.3 **Authorized Additional Work**

If authorized in advance by the appropriate supervisor, unit members may perform additional work (beyond their regular work hours and contracted work days), and such work shall be compensated as follows:

- Service on Leadership Committees (e.g., School Culture Committee, DEI Committee, etc.): \$45.00 per hour.
- All other activities beyond regular work hours shall be compensated at the unit member's applicable rate of pay consistent with legal requirements.

EFC shall make every effort to distribute stipended positions equitably among qualified unit members.

Additional compensation related to Measure G1 funding will be allocated as an additional compensation and not included in the salary schedule.

14.4 Additional Monthly Translation Pay ("AMTP")

AMTP shall only refer to the following bilingual-biliterate job-related services (outside of duties listed in job description).

14.4.1 Designated Eligible Positions

For unit members working in the following positions whose job descriptions do not require bilingual or biliterate services to be provided, additional monthly pay shall be provided (as stated herein) if the unit member submits an interest form and is then authorized by the principal and EFC to provide such services:

- Academic/Behavioral Intervention Aide
- Associate Dean of Culture
- Cafeteria Manager
- Cafeteria Worker
- Instructional Aide
- IT Support Technician
- Learning Guide
- SpEd Operations Manager
- SSA
- Traffic Monitor
- Tutor
- Tutor: Early Literacy
- Tutor: Foundational Literacy Interventionist
- Yard Duty

14.4.2 Bilingual-Biliterate Pay

Pre-authorized and qualified unit members shall receive \$1,000.00 per school year, to be paid in two equal installments (January and June payroll). Such payments shall be prorated when appropriate.

14.4.3 Part-Time Employees

The stipend for eligible part-time unit members shall be prorated at the same rate that the number of hours of their regular assignment bears to a regular eight (8) hours per day assignment.

14.4.4 The Principal or designee shall determine the number of translators needed for each language for each school year in the AMTP program. Opportunities for participation in the AMTP program will be offered to all qualified unit members. In the event a unit member seeking an AMTP assignment is not selected, the unit member may submit a written appeal request to the Human Resources Department. Following a review of the appeal (which will include communication by the Human Resources Department with the unit member and the site Principal or designee), a final decision shall be rendered and communicated to the unit member in writing.

14.4.5 If more unit members volunteer for the AMTP program than are needed, opportunities for translation for each school year shall be awarded on the basis of seniority (defined as total service at EFC).

14.4.6 Translation workload will be shared as equitably as possible.

ARTICLE XV - HEALTH BENEFITS

15.1 **Employer Provided Health Benefits**

EFC shall continue to make available to full-time (1.0 FTE) unit members health and welfare benefits in accordance with the applicable plan(s). Part-time employees with a minimum of 0.75 FTE shall receive prorated contributions toward such benefits. Eligibility for and duration of health and welfare benefits shall be in accordance with the applicable health benefits plan(s).

15.2 **Employer Contribution Toward Benefit Plans**

EFC shall pay eighty percent (80%) of the Traditional HMO Plan medical benefits per unit member, or ninety percent (90%) of the Deductible HMO Plan medical benefits per unit member, as well as eighty percent (80%) of the dental and vision benefits per unit member.

15.3 **Annual Staff-wide Informational Presentation**

At least once annually, prior to the open enrollment period, EFC will schedule a staff-wide presentation by the insurance provider to provide information and answer questions about plan options, costs and benefits.

15.4 **Waiver of Health Benefit Coverage**

Upon a unit member's signed affirmation that they have alternative coverage, unit members who waive coverage shall receive the following in lieu payments per month for a period of twelve (12) months:

- Employee Only - \$200
- Employee Plus 1 - \$300
- Employee Plus Family - \$400

ARTICLE XVI– LAYOFF & REEMPLOYMENT

16.1 EFC Decision to Layoff

In its discretion, EFC may decide to reduce or eliminate particular kinds of ESS services due to programmatic needs, declining enrollment, or reduction in funds.

16.1.1 In the event a layoff occurs, EFC shall meet with the union to negotiate over the impacts of the proposed layoffs.

16.1.2 Before issuing a layoff notice to any unit member, volunteers from impacted positions will be sought first. If there are vacant positions at other sites, unit members shall be given first priority to interview for the vacant positions, with a reasonable opportunity to engage in a “job shadow” for the vacant position before the interview. Opportunities for job shadowing are contingent upon reasonable timing and circumstances.

16.1.3 In the event EFC determines to initiate a layoff to take effect in the following school year, final notice of any ESS layoffs will be finalized by May 15 of each school year but may be determined sooner. To the extent possible, preliminary layoff notices will be distributed by March 15. This will allow time for an assessment of any attrition.

In the event of a layoff **prior to or on September 15** during the school year, EFC shall provide fifteen (15) work days advance notice of layoff to affected unit members. Additionally, EFC will provide fifteen (15) work days of severance pay to affected unit members plus an additional work day of pay for every year of service with EFC. This severance constitutes any legal obligation of the parties to negotiate impacts on the unit members who are laid off. However, CEFC reserves the right to negotiate over impacts of layoffs on remaining unit members.

In the event of a layoff **following September 15** during the school year, EFC shall provide thirty (30) work days advance notice of layoff to affected unit members. Additionally, EFC will provide thirty (30) work days of severance to affected unit members. This thirty (30) work days of severance constitutes any legal obligation of the parties to negotiate impacts on the unit members who are laid off. However, CEFC reserves the right to negotiate over impacts of layoffs on remaining unit members.

16.1.4 The criteria for layoffs in the affected classification shall be seniority based by site and within classification. Seniority within the classification is determined based upon total length of service with EFC. Layoffs will be carried out by EFC on a school by school basis, and as such, any unit members laid off at one EFC school shall not possess any bumping/placement rights to other EFC schools.

16.2 Reemployment

- 16.2.1 Unit members who have been laid off shall be placed on the School's Reemployment List in order of seniority for a period of eighteen (18) months following the effective date of the layoff. Unit members who were still in the probationary period at the time of layoff will be placed on the Reemployment List and will have to go through the application process for a position.
- 16.2.2 If and when a position at a school-site opens, any unit member on the Reemployment List for that School who is qualified in the classification shall be offered the position in order of seniority as designated in this Article. The offer is to be made by phone call, email and via certified mail to the address on file for the unit member. The unit member shall have three (3) work days from the date of the notice to respond to the offer.
- 16.2.2.1 When there are multiple unit members with the same seniority status then each appropriately qualified candidate shall be offered an opportunity to interview at the site where there is an opening. The final hiring decision shall be a site-based decision.
- 16.2.3 When a unit member is reemployed, the time spent on the EFC Reemployment List shall not constitute a break in service.

16.3 Grievance

The employer's decision to conduct a layoff is not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement.

ARTICLE XVII - SAFETY

17.1 Safe and Clean Facilities

EFC shall provide facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Each school site will provide unit members and students reasonable access to legally safe drinking water, running water within four hundred (400) feet of the unit member's work space, adequate adult-use only and student-use only lavatory facilities fully stocked with soap, toilet paper, paper towels and equipped with locking stalls. In the event lavatory facilities are not stocked appropriately as defined herein, such supplies shall be available to the unit member in the School's front office. Lavatory facilities should be within four hundred (400) feet of the unit member's classroom. Lavatory facilities are more than four hundred (400) feet from unit member's classroom, then the following accommodations will be made: the unit member will receive coverage to use the bathroom when needed or unit members will not be required to work more than two (2) consecutive hours without receiving a break. Water in all faucets should be tested according to Health & Safety Code §116277 to ensure safety and results will be shared with CEFC. All unit members work spaces shall be equipped with doors that lock from the inside as well as safe and secure windows with functional window covering.

17.2 Written Report on Unsafe Conditions

Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety as determined by EFC, and/or the appropriate state agency. Hazardous conditions that pose an immediate danger to employees will be a priority to repair. Unit members are required to report immediately to their supervisor any potential health or safety hazards, and all injuries or accidents. This would include any unsafe, hazardous, unhealthy, or potentially dangerous working conditions. Procedures for reporting and follow-up shall be determined by EFC, reviewed at least annually, and distributed to unit members each year.

17.3 Vehicle Use

When unit members are required to use their personal automobile during work time, and in the case of an accident, the driver's insurance shall be primary and EFC's will be secondary. No unit member shall be required to transport students in their personal vehicle.

17.4 Immediate Report of Assault

Unit members shall immediately report cases of assault or attacks suffered in connection with their employment to the Principal or immediate supervisor and to the appropriate law enforcement. Unit members shall not be disciplined for failure to report their own assault. EFC shall release the employee from duty without loss of pay or benefits, when required to make a statement to the police or appear in court in connection to the incident. There shall be no reprisals to the unit member for making reports to law enforcement.

17.5 Infectious or Contagious Disease

Unit members shall report any suspected infections or contagious disease that the unit member believes endangers safety. If a student is suspected of having a contagious disease, the unit member shall notify the school office and the student shall be sent to a safe and appropriate space designated by the site administration. The unit member(s) shall be notified regarding the nature of the suspected disease and the steps taken by EFC deemed necessary, to protect the safety of the unit member(s) and students.

17.6 Dangerous Student Action

To the extent known by the School as a part of the student's IEP, behavioral plan or 504, unit members shall be apprised by EFC if any student with a history of violent behavior is assigned to them. If a student already has a behavior plan, 504 or IEP, the response to any unit member-reported violent behavior will be in accordance to that student's plan. For all other students, if any student engages in three (3) episodes of unit member-reported physical or verbal violent behavior, the administrator will set up a behavior plan meeting within five (5) days of the most recent episode. The plan developed in that meeting will reflect input from the unit member(s) and other members of the site based intervention team. Prior to returning the student to that unit member's class, the Principal or appropriate administrator shall communicate with the unit member in person and follow up with written documentation within one (1) work day and will continue to make attempts to communicate with the parent or guardians of the student within the same work day or until they have been notified. In no event shall the Principal or appropriate administrator return a student to class without responding to the concerns of the unit member first.

17.7 Reasonable Physical Control

In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person. EFC will provide site specific de-escalation training to all unit members in order that they may be able to defuse dangerous situations between and among students. Physical restraint training shall be provided to unit members as appropriate to the job classification.

17.8 Previous Student Behavior

If known to EFC, unit members will be notified when a student on their roster has been suspended or expelled for any violence offense(s) from their previous school. In accordance with the law, unit members shall be notified concerning any students under their care who are subject to an IEP, a behavioral plan or 504 Plan which identifies any specific dangerous propensities of such students.

17.9 Disruptive Person on Campus

In responding to disruptive persons on campus, including parents, unit members may request EFC to take appropriate action to eliminate such disruption. Such action to be

taken shall be in the discretion of EFC but may include ouster (removal) measures or possibly injunctive (restraining order) relief.

17.10 Emergency Closure

In the event of an emergency closure to EFC facilities, including but not limited to natural disasters, quarantine, or government order, the parties understand and agree that certain unit member positions may be required to continue working at the direction of EFC. In cases of emergency closure, unit members shall receive their daily rate of pay and benefits or such days shall be replaced on the school calendar by EFC, unless a demand to negotiate such placement is made.

17.11 If the water is out of service for more than two (2) hours, students and unit members shall be dismissed.

17.12 On days of questionable air quality, EFC will check the air quality index at 5:00 AM. If the AQI is at or above 275, school will be cancelled. If the AQI reaches 151 or above, the administration will provide staff and students with appropriate masks.

17.11 Emergency Supplies

EFC shall provide each school office with first aid kits containing items recommended in the Emergency First Aid Guidelines for California Schools from the Emergency Medical Services Authority of the California Health and Human Services Agency. Each classroom shall also be provided with an appropriate industry standard first aid kit.

17.12 Communication Equipment

Each classroom shall be equipped with a radio, phone, or alternative telecommunications device that shall enable the unit member to contact the main office and/or school security personnel. EFC shall ensure that all devices function properly and shall provide sufficient training for all staff on the use of the provided devices.

17.13 Working After Hours

Insofar as a unit member works beyond regular work hours, notice shall be provided to the School's administration and all reasonable efforts to ensure a safe environment shall be undertaken.

17.14 Student Health Notification

Subject to legal requirements and specific authority when required, EFC shall notify each unit member of any student health issue when that knowledge is necessary to respond immediately to a health concern or when the issue presents a danger to students or others.

17.15 Each Site Shall Be Provided with the Following for Staff Use

17.15.1 If current space permits, a dedicated employee only lunchroom lounge. This space can be a multi-use space if agreed on by the majority of the teachers at that site.

17.15.2 A secure, locked space to store personal items.

17.16 Heating and Air Conditioning

Except for Cox Academy and Achieve Schools who have submitted retrofitting plans which must receive final approval from applicable state agencies (subject to such agency timelines), EFC shall provide a workplace with industry standard heating and air conditioning. In the event a regular classroom is colder than 59°F or warmer than 82°F, the unit member shall notify EFC and EFC shall remediate as soon as possible under the circumstances, but in no event shall such temperatures remain unaddressed for more than three (3) work days. If unit members have access to thermostats, they shall be able to control temperature. Cox Academy and Achieve Schools shall be in compliance with this section upon completion of the retrofitting.

17.17 Lactation Accommodation

EFC shall provide appropriate space for CEFC members to express breast milk when needed. The space shall not be a bathroom, shielded from view and free from intrusion by coworkers or the public, have a lock, and not be used for any other activity while used for lactation purposes. The location shall not be accessible to students, shall be in a consistent location, shall be clean, and shall have access to running water and a refrigerator, and electricity. CEFC members will be allowed to use this space without question for at least 25 minutes at a time as frequently as needed.

17.18 CPR Certification

EFC shall provide CEFC members with a CPR and First Aid certification course so that every unit member is up to date with their certification. This certification course must take place within the regular work day.

17.19 Access to Safety Materials

Safety protocols addressing earthquake, fire drills, lockdown and lockout procedures shall be posted in each classroom. Unit members should have access to emergency materials and procedures.

ARTICLE XVIII - SAVINGS

18.1 **Severability**

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect.

18.2 **Negotiation of Impact of Court Order**

It is further agreed that within twenty (20) work days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to the provision held to be contrary to law.

ARTICLE XIX - ASSIGNABILITY

This Agreement may be enforceable between the union and any successor employer according to applicable law.

ARTICLE XX – RETIREMENT

20.1 California Public Employees' Retirement System ("CalPERS")

20.1.1 Consistent with any legal requirements, EFC shall continue to make retirement contributions for eligible unit members to CalPERS.

20.1.2 In the event of any CalPERS reporting errors, EFC shall initiate corrective action as soon as possible and shall keep the affected unit member reasonably apprised as to any known status concerning such matters.

20.2 Employer-Sponsored 403(b) Retirement Plan

20.2.1 EFC shall continue to make available an employer sponsored 403(b) pre-tax retirement plan.

ARTICLE XXI - AD-HOC ADVISORY COMMITTEES

21.1 Ad-Hoc Advisory Committees Implementation Date

The following process for Ad-Hoc Advisory Committees shall commence in August/September, 2021.

21.2 Special Education Advisory Committee

EFC and CEFC-ESS Leadership will convene an EFC Special Education Advisory Committee for the purpose of evaluating current Inclusion programming and practices and recommending best practices with respect to Inclusion programming and practices. CEFC- ESS shall select unit member representatives on the committee.

21.2.1 The EFC Special Education Advisory Committee will be composed of the following representatives:

- EFC Director of Student Support Services
- 1 Program Specialist
- 1 Site Principal or Assistant Principal
- 2 General Education CEFC-ESS unit members
- 2 Special Education CEFC-ESS unit members
- 2 Classified staff members working with Special Education students in General Education settings

21.2.2 The EFC Special Education Advisory Committee will meet at least 6 times beginning in September of 2021 and present their findings by March of 2022. These meetings will occur during work hours.

21.2.3 Committee findings shall be agreed to by majority of committee members before being finalized. Findings shall be shared in writing and presentations by committee members at appropriate staff meetings and/or professional development opportunities.

21.3 Joint Study Committee

EFC and CEFC-ESS Leadership will convene a Joint Study Committee on Behavioral and Academic Interventions for the purpose of evaluating the Multi-Tiered System of Supports (MTSS) processes implemented across EFC schools. This Committee will recommend a set of EFC best practices with respect to comprehensive MTSS processes. CEFC-ESS shall select unit member representatives on the committee.

21.3.1 The scope of the evaluation will include:

- Tier 1-3 academic and behavioral interventions
- The Coordination of Services Team (COST) process Staff training needs with respect to MTSS
- Family engagement and communication systems with respect to MTSS

21.3.2 The EFC-CEFC-ESS Joint Study Committee on Behavioral and Academic Interventions will be composed of the following representatives:

- 1 Program Specialist
- EFC Chief Academic Officer
- 1 Site Principal or Assistant Principal or MTSS Site Lead
- Up to 3 CEFC-ESS unit members with at least 1 Instructional Dean represented
- 1 Clinician
- 1 Classified staff member supporting Academic Interventions
- 1 Classified staff member supporting Behavioral Intervention

21.3.3 The Joint Study Committee on Behavioral and Academic Interventions will meet at least 6 times beginning in August of 2021 and present their findings by March 2022. Meetings will occur during work hours.

21.3.4 Committee findings shall be agreed to by majority of committee members before being finalized. Findings shall be shared in writing and presentations by committee members at appropriate staff meetings and/or professional development opportunities.

ARTICLE XXII - STAFFING

- 22.1 EFC shall create a substitute pool and hire substitutes for the following positions: Tutor, Paraprofessionals, Custodial Staff, Yard Supervisor, and Food Service staff.
- 22.2 If a custodial unit member is absent from work and their work is reassigned to one or more other unit members, when additional substitutes or other coverage is not provided, every reasonable effort shall be made by the immediate supervisor to make appropriate modifications to the affected unit member's work day. In the event the affected unit member works greater than eight (8) hours, overtime rules apply as specified in this Agreement.
- 22.3 EFC shall create cross training opportunities for ESS unit members.
- 22.4 Unit members who fill positions outside their assigned job classification for five (5) or more work days shall receive the per diem rate of the position filled.

ARTICLE XXIII – COACHING AND ONBOARDING

23.1 Job Orientation

Unit members shall be provided orientation and training on core functions and expectations of the job prior to the first day of working with students.

23.2 Direction and Guidance

23.2.1 All trainings, whether in person and/or online trainings shall be completed during the duty day. If unable to complete during the duty day, and with approval by the supervisor, unit members may complete such trainings outside the duty day, and in such instance, shall be compensated at their per diem hourly rate.

23.2.2 Unit members shall receive training on all current software/technology that is required for their particular job classification. Group training shall be a priority rather than individualized training. Once per year, unit members who have demonstrated relevant expertise shall be offered the opportunity to apply to train other unit members on the various software/technology applications. Subject to supervisor approval, trainers shall receive compensation at their regular rate of pay for any work completed beyond the regular work day. Trainer shall receive a stipend for providing training to other members.

23.2.3 Unit members working in Office Staff positions shall receive training in safety protocols (i.e., first aid, etc.), de-escalation, direction and guidance concerning disciplinary procedures for students, protocols for medications and medical procedures for students.

23.2.4 If a unit member is assigned a medically fragile student, the unit member shall be trained to support the safety and wellbeing of the student.

23.2.5 As determined by the supervisor, unit members shall participate in professional development regarding school culture, including Diversity Equity and Inclusion (DEI) topics.

23.2.6 EFC shall create cross training opportunities for ESS unit members.

23.3 Coaching & Development

Tutors shall receive coaching and development during the work day. Academic/Behavioral Intervention Aides shall receive appropriate professional development, including coaching, from EFC special education case managers and EFC leaders during the work day.

23.4 Joint Study Committee

The Joint Study Committee to research and recommend career pathways for promotion or skill building shall consist of three (3) representatives each from EFC and CEFC-ESS, and shall meet at least four (4) times beginning in September of 2022 and

present their findings to the parties by April of 2023. Such Committee meetings shall occur during work hours or shall be stipended at the appropriate rate if occurring after work hours.

ARTICLE XXIV - WAIVER OF CONTRACT

24.1 Purpose

In recognizing that EFC is unique and was established to encourage experimentation and innovation, it is the desire of EFC and ESS it may be necessary to waive certain provisions of the Collective Bargaining Agreement upon mutual consent and approval.

24.2 General Provisions

24.2.1 Approved waivers are effective for the duration of one (1) school year, or a different amount of time as stated.

24.2.2 Generally, waivers may be renewed through the approval process set forth below on an annual basis, but expire at the end of the school year if not renewed.

24.2.3 No waiver shall be granted that is in contravention of state or federal law.

24.3 Waiver Process

24.3.1 Proposed waivers can be initiated at the local school site by either the EFC administration or the ESS bargaining unit members at that site but must be in written form including the following information:

24.3.2 The specific contractual provision(s) (by Article and Section number(s)) proposed for waiver,

24.3.3 The purposes or advantages to be gained by waiving the specified contractual provision(s),

24.3.4 Whether the waiver should be considered a pilot and/or considered at negotiations for broader application, or if it addresses unique conditions at the site.

24.3.5 Proposed waivers must be approved by at least 2/3rds of the bargaining unit members by School, in a secret ballot election conducted by ESS, and in writing by the local site principal.

24.3.6 Proposed waivers approved at the local site must be presented to the ESS Waiver Committee at any time during the school year but must be presented by April 30 to be effective for the following year.

24.4 Waiver Committee Approval

24.4.1 The Waiver Committee shall be co-chaired by the EFC Superintendent and the ESS President, or their designees.

- 24.4.2 Each of the Co-Chairs will appoint one (1) additional member and one (1) alternate to the Waiver Committee. The EFC appointees must be members of the administration, and the ESS appointees must be members of ESS.
- 24.4.3 Within thirty (30) calendar days of receiving the proposed waiver, the Waiver Committee will meet and by consensus approve or deny the proposed waiver.

APPENDIX A

2025-2026 Hourly Rates

	ESS Hourly						
	I	II	III	IV	V	VI	VII
1	\$24.19	\$25.61	\$27.10	\$28.99	\$31.32	\$36.59	\$42.75
2	\$24.67	\$26.12	\$27.64	\$29.57	\$31.95	\$37.33	\$43.61
3	\$25.18	\$26.64	\$28.19	\$30.16	\$32.59	\$38.08	\$44.48
4	\$25.68	\$27.17	\$28.76	\$30.76	\$33.24	\$38.83	\$45.37
5	\$26.19	\$27.71	\$29.33	\$31.39	\$33.90	\$39.61	\$46.27
6	\$26.71	\$28.28	\$29.92	\$32.01	\$34.59	\$40.40	\$47.20
7	\$27.24	\$28.84	\$30.52	\$32.65	\$35.27	\$41.21	\$48.14
8	\$27.79	\$29.41	\$31.13	\$33.30	\$35.98	\$42.04	\$49.10
9	\$28.35	\$30.00	\$31.75	\$33.96	\$36.71	\$42.87	\$50.09
10	\$28.91	\$30.60	\$32.39	\$34.65	\$37.43	\$43.73	\$51.09
11	\$29.49	\$31.21	\$33.03	\$35.34	\$38.19	\$44.60	\$52.11
12	\$30.09	\$31.84	\$33.70	\$36.05	\$38.95	\$45.50	\$53.16
13	\$30.68	\$32.47	\$34.37	\$36.77	\$39.72	\$46.41	\$54.22
14	\$31.29	\$33.12	\$35.06	\$37.50	\$40.52	\$47.33	\$55.30
15	\$31.93	\$33.79	\$35.75	\$38.25	\$41.33	\$48.29	\$56.41
16	\$32.56	\$34.46	\$36.47	\$39.02	\$42.16	\$49.25	\$57.53
17	\$33.22	\$35.15	\$37.21	\$39.79	\$43.00	\$50.23	\$58.69
18	\$33.88	\$35.86	\$37.94	\$40.59	\$43.87	\$51.24	\$59.87
19	\$34.56	\$36.57	\$38.70	\$41.41	\$44.74	\$52.27	\$61.06
20	\$35.24	\$37.30	\$39.48	\$42.24	\$45.64	\$53.31	\$62.28
21	\$35.95	\$38.05	\$40.27	\$43.08	\$46.55	\$54.37	\$63.53
22	\$36.67	\$38.81	\$41.07	\$43.94	\$47.48	\$55.47	\$64.80
23	\$37.40	\$39.59	\$41.89	\$44.82	\$48.43	\$56.57	\$66.10
24	\$38.15	\$40.38	\$42.73	\$45.72	\$49.39	\$57.71	\$67.42
25	\$38.91	\$41.19	\$43.59	\$46.63	\$50.38	\$58.85	\$68.77
26	\$38.91	\$41.19	\$43.59	\$46.63	\$50.38	\$58.85	\$68.77
27	\$38.91	\$41.19	\$43.59	\$46.63	\$50.38	\$58.85	\$68.77
28	\$38.91	\$41.19	\$43.59	\$46.63	\$50.38	\$58.85	\$68.77
29	\$38.91	\$41.19	\$43.59	\$46.63	\$50.38	\$58.85	\$68.77
30	\$40.08	\$42.42	\$44.90	\$48.03	\$51.89	\$60.62	\$70.83
31	\$40.08	\$42.42	\$44.90	\$48.03	\$51.89	\$60.62	\$70.83
32	\$40.08	\$42.42	\$44.90	\$48.03	\$51.89	\$60.62	\$70.83
33	\$40.08	\$42.42	\$44.90	\$48.03	\$51.89	\$60.62	\$70.83
34	\$40.08	\$42.42	\$44.90	\$48.03	\$51.89	\$60.62	\$70.83
35	\$41.69	\$44.12	\$46.69	\$49.95	\$53.97	\$63.04	\$73.66



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Site Planning Overview

Why do we engage in site planning?

Site planning has multiple purposes. Site planning is a critical part of our long-term journey towards realizing the school and org-wide vision and bringing our values and strategic priorities to life, namely our current [Strategic Plan](#) and accompanying [DEIA Commitments](#) - it is an opportunity to do a comprehensive, deep dive with all school stakeholders to reflect on progress; to evaluate the extent to which the past year's strategies have produced stronger and more equitable outcomes; and to enlist the community in identifying school needs as well as the highest leverage strategies that move the school closer to realizing its vision and delivering on our promise to students and families. Finally, it is an opportunity to take a hard look at the resources required to implement those strategies, as well as to examine where resources should no longer be allocated if priorities or strategies have shifted or investments haven't demonstrated a strong return.

Process

Principals/Site Leaders will engage staff, families, and students and create opportunities for authentic input into the annual school site plans. Use of the Liberatory Design process should be considered when grappling with highly complex topics and challenges, and the Liberatory Mindsets should be used when exploring how to make decisions, who to engage, or where/how to solicit feedback. Areas of community input will include:

- Stakeholder Engagement Planning
- Budget and Staffing Planning (including Class Size Caps)
- Community Schools Planning (Collaborative Leadership/Culture & Climate, Family Partnership, MTSS, ELOP)
- Instructional Minutes & Master Schedule
- Curriculum Planning (non-Core/WIN, incl. Blended Learning Programs)

Principals will take the following steps during the engagement of stakeholders:

1. Needs and Effectiveness Analysis

Principals (or their designee) will lead the appropriate stakeholder working groups (eg. Instructional Leadership Team, Culture and Climate Team, Family Leadership Council, School Advisory Council, Student Council, etc.) through:

- Analysis of multi-year site level student data, in order to identify highest priority needs;



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areas of analysis will include at a minimum whole school, grade level, and significant subgroup data for student academic outcomes, school culture (referrals, suspensions, attendance, SCAI, Insight, etc.), and family engagement;

- Analysis of impact and effectiveness of existing programs (schools should not attempt to analyze every program every year; rather, sites should use data and research to prioritize which programs to analyze in any given year, and determine a regular cadence for analysis);
- Analysis of research in order to inform the refinement or elimination of existing programs and design of new programs;
- Self-evaluation of site capacity (resource availability / constraints, experience of site administration in implementing the programs, experience levels of teaching staff and instructional deans, level of expertise on site in program area) to lead and implement any instructional programming not directly supported by the network.

2. Drafting of Site Plan Deliverables Proposals*

Principals (or their designee) will lead the appropriate stakeholder working groups in drafting site plan deliverables proposals that address the needs and challenges surfaced during the Needs and Effectiveness Analysis that take into consideration the analysis of existing programming and site capacity to implement new programming.

3. Presentation of Site Plan Deliverables Proposals for Feedback*

Principals (or their designee) will lead the appropriate stakeholder working groups in presenting site plan deliverables proposals to the broader stakeholder groups and soliciting feedback on those plans. Home Office leadership will review the specific deliverables and provide thought partnership and feedback throughout.

4. Revision of Site Plan Deliverables Proposals*

Principals (or their designee) will lead the appropriate stakeholder working groups in revising the site plan deliverables proposals based on the broader stakeholder feedback.

5. Repeat Steps 3 and 4 as Needed*

6. Site Principal Finalizes Site Plan Deliverables and Submits to EFC Superintendent and Board for Approval.

The EFC Superintendent and Board will assess the site plans to determine:

- Alignment with EFC Strategic Plan priorities and DEIA Commitments
- Likelihood of site plan proposals to address student needs at site;
- Extent to which site plan proposals will maintain financial stability of site;
- Extent to which site plan proposals meet state and federal requirements;
- Capacity of site to implement the proposal developed

In the event that any shortcomings are identified, the Superintendent will work with the



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Principal to correct those shortcomings.

***NOTE:** Site Principals may elect not to follow steps 2-5 for a site plan component in the event that the needs and effectiveness analysis conducted in Step 1 determines that this component will not be a priority area for revision in any given year. Instead, the site may continue to use the previous year's plan.

Timeline

We recognize that site planning is a complex process, and that early, staggered deadlines are not realistic given the interdependence of the various deliverables and because of the level of stakeholder engagement that is needed in order to ensure that your school community genuinely engages in priority identification and co-crafts the strategies you will implement to move towards your vision. Scheduling protected time during PD sessions, staff meetings, and parent councils will ensure that sufficient engagement and feedback loops are in place.

We have built in “checkpoints” along the way to monitor progress, so that we can differentiate levels of assistance/thought partnership. Most deliverables are due in a DRAFT version in early May, so that we can provide more formal feedback that informs the final plan. Nearly all final deliverables are due the last week in May. Consult this year's [timeline](#) to see the dates for those key checkpoints, DRAFT submissions, and final deliverable submissions.

Deliverables

Deliverable	Point Person	Notes
Stakeholder Engagement Plan	Abby	This plan has the earliest checkpoints. The purpose of these early checkpoints is to strategize together about your site's engagement plan.
Budget	Sundar	No major changes from last year.
Staffing Plan	Ernest	Similar to last year; the staffing plan remains aligned with the budget.
Community Schools Implementation Plan &	Abby	No major changes from last year. Recommend linking updated MTSS plan and any other documents noting plans to address family engagement, school and/or staff culture priorities.



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Sustainability Plan update		
Instructional Minutes & Blended Learning Programs Forms	Ashley	No major changes from last year. Brandee will update on curriculum considerations for next year, if applicable.

Appendix [TBD]

Educational Support Staff (ESS) Evaluation Process Timeline, Tools, and Instructions

Evaluation Timeline

Month	Process/Steps
August	<p>By third week of August: Review evaluation process and tool* with unit member</p> <p>By end of August: Conduct goal-setting meeting with unit member</p>
September - November	<p>Supervisor observes unit member in action</p> <p>Supervisor conducts regular meetings with unit member (minimum 2/month) to provide guidance, feedback, opportunities to reflect on goal attainment, and opportunities for professional development.</p>
December	<p>By winter break: Conduct mid-year evaluation reflection (exception: TK/K tutor mid-year evaluation meetings are held in January)</p> <p>During the evaluation meeting, revise professional goals as needed</p>
January - April	<p>Supervisor observes unit member in action</p> <p>Supervisor conducts regular meetings with unit member (minimum 2/month) to provide guidance, feedback, opportunities to reflect on goal attainment, and opportunities for professional development.</p> <p>By third week of January: Conduct informal mid-year tutor evaluation meeting.</p>
May	<p>By end of May: Conduct EOY evaluation meeting and submit signed evaluation document to Director of Human Resources</p> <p>During the evaluation meeting, discuss potential goals for the coming year.</p>

* See matrix on p.3 for classified evaluation tool links.

Goal Setting

Beginning of Year

Conduct a goal-setting conference with the unit member no later than the last work day in August.

For returning unit members, the goals should be based on growth areas identified during the unit member's previous performance review.

During the goal-setting conference, complete the first four columns in [this template](#) with the unit member:

Goals What will you achieve over the course of this evaluation period?	Rationale What is the rationale for this goal?	Indicators of Success What will success look like? How will you measure it?	Development Support Plan What strategies will you use? What professional development support will you need?	Reflection for the Evaluation Period Did you meet your goals? Why or why not?

Mid Year

During the MOY evaluation conference, review progress towards the goals, and complete the fifth column of the template above. Revise goals as needed, or complete a [new template](#) if goals are to change.

Evaluation Tools

The EFC ESS Evaluation Process aims to promote professional growth and provide unit members with regular, targeted feedback on their practice. Because EFC has a wide range of classified positions in the organization, EFC uses different evaluation tools for different classified positions. Please use the chart below to choose the appropriate tool. Instructions are embedded within each tool.

Position	Evaluation Tool(s)
Office Manager (OM) and Junior Office Manager (JOM)	EFC OM and JOM Performance Evaluation Tool
TK/Kinder Tutor	EFC TK/Kinder Tutor Performance Evaluation Tool
All other classified positions, including but not limited to: <ul style="list-style-type: none">- Cafeteria- Learning Guide- SPED Academic/Behavior Interventions- Paraprofessional- SSA	Please choose the evaluation tool template that best fits the responsibilities of the position: EFC Classified Evaluation Tool Format 1 EFC Classified Evaluation Tool Format 2

All of the tools linked above are found in this [Classified Evaluations folder](#).

Evaluation Conferences

Mid Year

Schedule a mid-year evaluation conference with the unit member.

The conversation includes three parts:

- Discussion of the growth the unit member has made in attaining his/her professional growth goals;
- Discussion of strengths and growth areas as noted in the performance evaluation;
- Co-identification of next steps, which should be entered into the performance evaluation.

At the end of the conference:

- Print out the completed performance evaluation;
- The manager and the unit member will both sign and date the evaluation; explain to the unit member that s/he is signing that s/he has received the summary of the evaluation.
- Provide a copy of the signed summary to the unit member.

End of Year

Repeat the steps outlined above.

Submit a copy of the completed EOY Evaluation Summary to the Director of HR by the last working day of May.

GRIEVANCE FORM

Email this form to your immediate administrator and your CEFC Site Representative.